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Co-Counsel to Casco Products Corp.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re: Chapter 11

DELPHI CORPORATION, ET AL., Case No. 05-44481-RDD

Debtors. (Jointly Administered)

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**NOTICE OF WITHDRAWAL OF CASCO PRODUCTS CORP.'S OBJECTION TO
CURE AMOUNT SPECIFIED IN DEBTORS' NOTICE OF CURE
AMOUNT WITH RESPECT TO EXECUTORY CONTRACT OR UNEXPIRED
LEASE TO BE ASSUMED AND ASSIGNED IN CONNECTION WITH
THE SALE OF INTERIORS AND CLOSURES BUSINESSES**

TO THE HONORABLE ROBERT D. DRAIN,
UNITED STATES BANKRUPTCY JUDGE:

Casco Products Corp. ("Casco"), by and through its undersigned counsel, hereby withdraws its Objection to Cure Amount Specified in Debtors' Notice of Cure Amount with Respect to Executory Contract or Unexpired Lease to be Assumed and Assigned in Connection with the Sale of the Interiors and Closures Businesses (the "Objection"), the parties having reached consensual agreement, and represents as follows:

1. On or about April 16, 2003, and Casco entered into a certain requirements contract (the "Requirements Contract") with the Delphi Automotive Systems LLC, one of

the Debtors.

2. As of October 8, and October 14, 2005 the Debtors filed voluntary petitions with this Bankruptcy Court for relief under Chapter 11 of Title 11 of the United States Code.

3. In the Notice of Cure relating to the Sale of the Interiors and Closures Businesses, the Debtors contend that there is nothing due to Casco as a Cure Amount.¹

4. On December 7, 2007, Casco filed an Objection to Cure Amount Specified in Debtors' Notice of Cure Amount with Respect to Executory Contract or Unexpired Lease to be Assumed and Assigned in Connection with the Sale of the Interiors and Closures Businesses (the "Cure Amount Objection").

5. After receiving the Cure Amount Objection, counsel to Casco was informed by Debtors' counsel that the Debtors were going to remove the Requirements Contract from the list of contracts that were to be assumed and assigned pursuant to the Sale of the Interiors and Closures Businesses, and based on this representation, Casco will withdraw its Objection.

[continued on the following page]

¹ As defined in the Notice.

6. Casco expressly reserves all of its rights relating to the Objection if the Requirements Contract is not removed from the list of contracts that were to be assumed and assigned pursuant to the Sale of the Interiors and Closures Businesses.

Dated: New York, New York
December 19, 2007

HALPERIN BATTAGLIA RAICHT, LLP
Co-Counsel to Casco Products Corp.

By: /s/ Christopher J. Battaglia
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